

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION**

**IN RE: PRE-FILLED PROPANE TANK
MARKETING AND SALES PRACTICES
LITIGATION**

**THIS ORDER RELATES TO:
ALL CASES**

MDL Docket No. 2086

Master Case No. 09-2086-MD-W-GAF

FINAL ORDER OF JUDGMENT AND DISMISSAL WITH PREJUDICE

The Court has granted final approval of a settlement in this litigation on the basis that the settlement is fair, reasonable, and adequate to the Settlement Class. *See* Fed. R. Civ. P. 23(e). The Court also previously determined that all of the requirements necessary for certification of a Settlement Class were satisfied. (Doc. # 166).

In light of the foregoing, the Court hereby ENTERS A FINAL ORDER OF JUDGMENT IN THE CASE as against Defendant AmeriGas¹ and ORDERS that:

- (1) Defendant AmeriGas is hereby ORDERED to make all payments required by and in accordance with the First Amended Settlement Agreement (“Amended Settlement Agreement”) and the Court’s Order Granting Plaintiffs’ Motion for Approval of Attorneys’ Fees, Service Awards, and Reimbursement of Expenses (Doc. # 178);
- (2) Except as provided in Paragraph 4 of this Order, all Class Members participating in the Settlement, and the successors and assigns, are hereby permanently enjoined and restrained from

¹ “AmeriGas” means defendants AmeriGas Propane, Inc., AmeriGas Partners, L.P., and AmeriGas Propane, L.P. Defendants Ferrellgas Partners L.P., Ferrellgas L.P. and Ferrellgas, Inc. are not subject to this Order.

asserting, commencing, and/or prosecuting, either directly or in any other capacity, any and all claims that were released pursuant to the Amended Settlement Agreement. The released claims are hereby compromised, settled, released, discharged, and dismissed as to all Class Members, and their successors and assigns, with prejudice by virtue of the proceedings herein and this Order;

(3) Defendant AmeriGas, and its successors and assigns, are hereby required to comply for a period of three (3) years with the Order Regarding Stipulated Injunction, as incorporated into the Amended Settlement Agreement, and as entered separately by the Court;

(4) The persons identified on the attached Exhibit 1 requested exclusion from the Settlement Class and are therefore excluded from this Settlement. The Persons so identified shall neither share in the benefits of the Settlement nor be bound by this Judgment. All Persons who meet the Class definition and have not submitted such an exclusion request shall be bound by this Judgment;

(5) Neither the Amended Settlement Agreement nor the Settlement nor any act performed or document executed pursuant to or in furtherance of the Amended Settlement Agreement or the Settlement: (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claims, or of any wrongdoing or liability of Defendant AmeriGas; or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of Defendant AmeriGas in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. Defendant AmeriGas may file the Amended Settlement Agreement, this Judgment, or both in any other action that may be brought against them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release,

good-faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim;

(6) This Settlement is not intended to preclude a governmental regulator or agency from bringing an action based on the same set of facts herein; nor does it purport to limit or prohibit a settling Class Member from conferring with or providing testimony regarding this matter with any such governmental regulator or agency;

(7) Without affecting the finality of this Judgment in any way, this Court hereby retains continuing jurisdiction to implement, enforce, administer, effectuate, interpret, and monitor compliance with the provisions of the Amended Settlement Agreement, the Final Approval Orders, and this Judgment; and

(8) This case as against Defendant AmeriGas is hereby **DISMISSED WITH PREJUDICE**, and all costs shall be borne in accordance with the Amended Settlement Agreement and the Court's Order Granting Plaintiffs' Motion for Approval of Attorneys' Fees, Service Awards, and Reimbursement of Expenses (Doc. # 178).

IT IS SO ORDERED.

s/ Gary A. Fenner

Gary A. Fenner, Judge
United States District Court

DATED: **November 5, 2010**